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RDER FOR SUPPLIES AND SERVICES **SCHEDULE - CONTINUATION**

PAGE NO. 2

DATE OF C	T: Mark all packages and papers with contract and/or order numbers. RDER 05/12/2009 CONTRACT NO. GS-23F-0225M		ORDER NO. EP09H001115					
ITEM NO.	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)		
	Ceiling Price for Option Period IV- 10/01/13 - 09/30/14 - \$2,165,423.00.							
н	The attached Task Order Information / Clauses / Statement of Work (SOW) is incorporated into this Task Order.							
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Clause(s):

CUSTOM

CO ADDED EPA TERMS AND CONDITIONS (DEC 05)

The Federal Government is Exempt from paying taxes. ID Number 52 085-2695. In case of a conflict between the terms and conditions of your company's agreement and the terms and conditions of this Purchase Order, all applicable federal procurement statutes and regulations, the terms and conditions of this Purchase Order and all applicable federal procurement statutes and regulations will govern.

CUSTOM

CO ADDED CEILING PRICED ORDERS (MAR 04)

Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and subsequently execute a formal written modification to Purchase Order.

CUSTOM

ALL CONTRACT CLAUSES IN GSA CONTRACT

This delivery order or task order includes all clauses incorporated into the supplier's original contract with GSA.

CUSTOM

TECHNICAL DIRECTION BY PROJECT OFFICER

- 1. The Project Officer (PO) is the primary representative of the Contracting Officer authorized to provide technical direction on performance.
- 2. Individuals other than the PO may be authorized to provide technical direction. If individuals other than the PO are authorized to provide technical direction, their names will be specified in the task order or technical direction document as appropriate. The PO is authorized to provide technical direction, subject to the limitations set forth below, only on his/her technical direction document.
- 3. Technical direction includes:
- "Direction to the contractor which assists the contractor in accomplishing the Statement of Work" Comments on and approval or reports or other deliverables.
- 4. Technical direction must be within the task order or technical direction document Statement of Work. The PO or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes Clause; (3) causes an increase or decrease in the estimated costs of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the task order or technical direction document.
- 5. Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. Once copy of the technical direction memorandum will be forwarded to the Contracting Officer.

CUSTOM

Travel Costs

Costs for transportation, lodging, meals and incidental expenses incurred by contractor personnel on official company business are allowable subject to FAR 31.205-46, Travel Costs. These costs will be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations.

FAR

52.232-18 Availability of Funds (APR 84)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

EP09H001115

OTHER DIRECT COSTS

Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the order for which EPA may reimburse the vendor. ODCs in excess of those agreed upon in the RFQ/vendor submission are not allowable as a charge to this contract without the prior written approval of the Contracting Officer. ODCs for miscellaneous expenses should be limited to costs associated with materials, telephone usage, computer and equipment usage, shipping and mailing, and courier services. ODCs not associated with these categories should be clearly justified. ODCs may not include general office supplies or subcontractors.

ODCs to be invoiced at actual cost, plus G & A. ODCs to be incurred in direct support of this order and not covered by the vendor's overhead rates may be charged against the Task Order. A fee/profit applied to other direct costs is not considered allowable under this contract.

TRAVEL EXPENSES

If destinations are specified in the technical direction letter, the vendor shall price out airfare and per diem rates by total days, number of trips, and number of vendor employees.

The vendor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the vendor 's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

The vendor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the vendor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

INCORPORATION OF VENDOR'S SUBMISSION

The vendor's submission is incorporated by reference and made a part of this order. In the event of any inconsistency between the provisions of the EPA order and the vendor's submission, the EPA language takes precedence.

TECHNICAL DIRECTION LETTERS

When necessary, technical direction or clarification concerning the details of specific tasks set forth in the SOW may be given. This technical direction may be issued via issuance of Technical Direction Letters (TDLs) by the COR. Technical direction should be given to/through the contractor Program Manager, or other contractor key personnel.

All technical direction shall be in writing (it can be email) and shall include, at a minimum, the following information: the date of the technical direction; the contract number; the reference to the relevant section or item in the statement of work and the direction provided; and a TDL number. Oral technical directions may be given by the COR provided that any oral technical direction given is reduced to writing within five working days of its issuance. Amendments to technical direction shall be in writing and shall include the information set forth above.

Technical direction issued hereunder is subject to the terms and conditions of the contract; and in no event shall technical directions constitute an assignment of new work or changes of

such nature as to justify any adjustment to the price or delivery terms. No work is to begin without a TDL.

INVOICING

Invoices shall be submitted on a monthly basis. Invoices must be received by the Agency by the 15th of each month. A copy of the invoice must be provided to the COR and the CO. Work done under each invoice must be substantiated with documentation showing the number of hours worked by job labor category and person's name, and the general tasks being performed by that person, per TDL – see monthly progress report.

The vendor shall invoice for only the time of the personnel whose services are applied directly to the work called for in individual Technical Direction Letters and accepted by the Project Officer and/or the Contracting Officer. The vendor shall maintain time and labor distribution records for all employees who work under this order; these records must document time worked and work performed by each individual. Any charges for ODCs must be clearly explained. Any subcontractors that may be used are to be charged as the awardee's labor categories, not as ODCs.

The agreed upon fixed rates shall apply for payment purposes for the duration of the contract. The invoiced amounts shall be computed by multiplying the appropriate hourly rates by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis.

LIMITATION OF FUNDS

Incremental funding will be provided on this Task Order issued under the GSA contract. The vendor shall notify the Contracting Officer in writing whenever it has reason to believe that the expenditures that it expects to incur under this order, when added to all expenditures previously incurred, will exceed 85% of the total amount so far allotted to the order by the EPA. The vendor shall not exceed the dollars obligated.

The vendor agrees to perform work on the Task Order up to the point at which the total amount paid and payable by the Government under the Task Order approximates but does not exceed the total amount actually obligated by the Government to the order. The Government's liability is limited to only the funds obligated.

CLAUSES

The following clauses will be incorporated into this Task Order, as well as all clauses in the vendor's GSA schedule contract. The full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

http://www.epa.gov/oamrfp12/ptod/epaar.pdf

Key Personnel (EPAAR 1552.237-72) (APR 1984)

Technical Direction (EPAAR 1552.237-71) (APR 1984) DEVIATION

Government - Contractor Relations (EPAAR 1552.237-76) (JUL 1999)

Continuity of Services (FAR 52.237-3) (Jan 1991)

Inspection—Time-and-Material and Labor-Hour (FAR 52.246-6) (May 2001)

Display of EPA Office of Inspector General Hotline Poster (EPAAR 1552.203-71) (Aug 2000) Deviation

Printing (EPAAR 1552.208-70) (Dec 2005) Deviation

Organizational Conflict of Interest Notification (EPAAR 1552.209-70) (Apr 1984)

Organizational Conflicts of Interest (EPAAR 1552.209-71) Alternate I (May1994) Deviation

Treatment of Confidential Business Information (EPAAR 1552.235-71) (Apr 1984) Deviation

STATEMENT OF WORK

INTRODUCTION

The Environmental Protection Agency (EPA) is striving to manage its facilities consistent with requirements and intent of statutory and regulatory mandates for pollution prevention, affirmative procurement, energy efficiency, and greening of federal facilities. The Office of Administration and Resources Management (OARM), Office of Administration (OA), Facilities Management and Services Division (FMSD), Sustainable Facilities Practices Branch (SFPB) is responsible for implementing these mandates in EPA facilities through a number of initiatives. Specifically, SFPB promotes the use of green building standards, green and renewable power, water and energy conservation practices, reduction of greenhouse gas emissions, adoption of innovative technology, recycling and pollution prevention programs. SFPB accomplishes this through outreach and education efforts, data analysis and reporting, advanced metering, and by providing support for commissioning, energy and water audits, and operations and management activities for EPA facilities. This Statement of Work (SOW) focuses on four major support activities required to implement the requirements and conduct these activities:

- 1. Technical support, including
 - a. research and analysis related to resource consumption and new technologies,
 - b. professional technical services, such as engineering and architectural support, and general program and project implementation;
- 2. Program/pilot development and support;
- 3. Outreach and training, including
 - a. preparing training modules for internal and external use,
 - b. identifying and documenting best practices for the purpose of awards as well as training, and
 - c. providing support for outreach events such as Earth Day and conferences;
- 4. Regular reporting and program assessments/evaluation.

The vendor shall have expertise in all the areas of environmental facility management pursuant to the initiatives, orders and mandates of environmental stewardship, pollution prevention, procurement, efficiency, conservation and greening as they relate to Federal agency and facilities management.

PURPOSE

The purpose of this Task Order is to provide the support as described above to the SFPB. Support will be directed at the implementation of requirements established by legislation such as the Energy Independence and Security Act of 2007, the Energy Policy Act of 1992 and 2005, and Administrative policy issuances such as Executive Order (EO) 13423 and the Memorandum of Understanding on High Performance and Sustainable Buildings. Other requirements germane to Federal operations and facility management may be issued after this statement of work goes into effect, and will affect tasks performed under this statement of work.

Under this Task Order, the vendor will be required to respond in a timely manner to requests for support in the major activities noted above.

REQUIREMENTS

Specific requirements, deliverables and due dates for Task Deliverables will be specified in a Technical Direction Letter (TDL) issued to the vendor by the Contracting Officer's Representative (COR). The TDL will specify which of the tasks contained in the statement of work is being ordered. The vendor shall not begin work on any of the tasks under this Task Order until a TDL has been received.

Unless otherwise specified, the vendor shall furnish all necessary personnel, facilities, equipment, materials and services required for the performance of this contract. The vendor shall become familiar with the activities of OARM, the Office of Administration (OA), and other relevant operations of OARM whose work affects SFPB products and activities. Project activities may include travel to EPA facilities, working with other EPA offices and Federal Agencies and public and private sector groups including non-profit organizations such as professional societies and educational institutions.

This work shall cover a wide range of environmental facility management activities identified under the Energy Independence and Security Act of 2007, the Energy Policy Act of 1992 and 2005, Executive Order (EO) 13423 and the Memorandum of Understanding on High Performance and Sustainable Buildings, and others that may be issued relevant to federal operations and facility management. The vendor shall have a comprehensive understanding of, and an ability to interpret such guidance. TDLs provided to initiate work under this contract will describe the specific tasks being required, identify the types of personnel required to complete the task, provide an estimated level of effort required to complete the activity, and identify the due date of the deliverable.

TASK DESCRIPTIONS

Task 1 - Technical Support

<u>Task Description</u>: The Agency is required to keep abreast of a wide range of technology used for facility management, including advances in power generation, water conservation techniques, and green building, metering, and mechanical equipment technology. Because of the speed at which these technologies evolve, the Agency has a need for the services of highly specialized professionals for short periods of time for specific projects. Since the specific skills required are so diverse and fast changing, the vendor employees must be trained in the state of the art technologies and stay current in the field. The vendor will provide the professional level technical skills required to consult on highly complex projects such as

evaluating new technology for use in EPA run facilities and developing recommendations to address resource consumption problems.

<u>Duties</u>: The vendor shall conduct research and analysis related to new technologies that affect agency resource consumption and provide professional technical services, such as non-Brooks Act engineering and architectural evaluation and support, general program and project implementation, and assist with overall operations and maintenance assessments, and commissioning activities. In order to perform this duty, the vendor shall provide licensed professionals in architecture, engineering and landscape architecture, including U.S. Green Building Council LEED accredited professionals, when required, to review Agency facility design, development, construction and commissioning activities, and provide expert advice and recommendations on these activities. These professionals shall be familiar with the newest Federal building standards and sustainable practices established in legislation, Executive Orders, and Federal regulations. In addition, these professionals shall be familiar with the Whole Building Design Guide, GSA P-100 Design Guidelines, Low Impact Development and Stormwater Management technologies, including green roof and sustainable landscape strategies, and the EPA Energy Star, Climate Leaders, and Water Sense programs.

Specific Tasks: The vendor shall:

- Conduct regular reviews of EPA facilities for commissioning purposes, and to review operations and maintenance practices
- As a result of these reviews, identify resource conservation opportunities and efficient technologies and strategies relevant to the management of EPA facilities and systems
- Review plans and specs for proposed EPA facility construction and remodeling for the purpose of identifying opportunities for increasing energy and water efficiency in the design stage
- Investigate technology applications for concept design, planning, engineering and cost feasibility studies, and other relevant technologies, and assess the applicability and compliance of national and Federal building, energy and safety standards and codes on a proposed concept design
- Stay abreast of the industry developments in mechanical and other building systems, such as heating and cooling systems, air exchangers and fume hoods, and make recommendations for EPA implementation of these technologies where feasible and desirable

Task 2 - Program/Pilot Development and Support

<u>Task Description</u>: The Agency is responsible for implementing numerous legislative and administration requirements that affect management of resources. To meet these requirements, SFPB must develop programs and initiatives to encourage behavior changes in management and employees, as well as educate employees on how to manage facilities in a sustainable manner. Employees must be aware of and participate in these conservation efforts.

<u>Duties</u>: The vendor shall provide technical assistance in the development and delivery of programs and initiatives to implement legislative and Administration requirements. The vendor shall assist in providing written legislative and program implementation guidance for resource conservation awareness. This includes:

- Attending meetings with EPA personnel and collecting information
- Providing ideas and drafts for programs and initiatives designed to implement guidance

- Drafting program implementation guidance
- Developing training for new programs
- · Reporting on the progress of program activities

Specific tasks: Ongoing programs and initiatives for which the vendor will provide support include but are not limited to ConserveE, ConserveW, and advanced metering. Other programs that the vendor will be asked to provide support for are contained in the EISA of 2007, and include developing criteria for facility Energy Managers, criteria for assessing facilities for the purpose of conducting Energy Audits as required in the legislation, and numerous initiatives to reduce water and energy consumption and obtain energy from alternative sources.

Task 3 - Outreach and Training

<u>Task description</u>: The Agency has a responsibility to manage facilities in accordance with environmental stewardship principles that it promotes in its national programs. As such, the Agency has a role to educate employees on how to manage facilities in a sustainable manner, to identify best practices and promote their use internally, and to recognize and celebrate those employees and facilities that do the best job of managing within these principles through awards and other recognition. SFPB also has a responsibility for taking those lessons learned and using them to educate the greater public on sustainable facility management. To disseminate this information, SFPB maintains websites, develops and conducts training programs for employees and the public, and hosts conferences to bring together professionals in the field to exchange ideas and cross-train.

<u>Duties</u>: The vendor shall provide technical assistance in the development and maintenance of SFPB and Agency web pages related to SFPB programs, the development and execution of training sessions/modules, the development of educational brochures, technical papers for public consumption, and other publications, and the hosting of conferences as requested. The vendor shall also identify and document the best practices and success stories for the purpose of training examples and recognition. The vendor shall provide assistance in drafting award nominations for agency and national awards, such as the Presidential and Federal Energy Management Awards, the White House Closing the Circle awards and other relevant recognition programs as requested.

Specific Tasks: The vendor shall provide support on projects of the following type:

- Develop and maintain SFPB's EPA web pages, including the "greeningepa" and "Labs21" web pages,
- prepare, revise, and update EPA PowerPoint presentations, publications, displays, posters and fact sheets as needed pertaining to EPA's energy and water programs, green building and green power programs, and pollution prevention programs,
- provide planning, development, and on site support for outreach events, such as Earth Day activities in public space,
- provide logistical and planning support for Conferences for the purpose of addressing agency facility management priorities, such as the B&F conference and the near term lab study meeting

Task 4 - Regular Reporting and Program Assessment/Evaluation.

<u>Task Description</u>: The Agency is required by legislation, Executive Order, Federal regulations, and senior management directives to report on a number of elements related to resource consumption, green house gas production, and pollution prevention (including recycling) activities, and to conduct regular energy and water use audits. To meet this requirement, high-

quality data must be collected. SFPB is responsible for tracking all of these activities on behalf of the Agency, and for establishing and maintaining the regular reoccurring collection of a base set of quantifiable data. This data forms the basis of the Agency's environmental performance measures. Some of this information is already collected; other items may need to be identified, collected, and tracked.

SFPB is required to produce a variety of reports, on behalf of the Agency facilities, and the Agency as a whole. Specific reports required change as the aforementioned guidance changes.

<u>Duties</u>: The vendor shall assist the SFPB with the establishment, maintenance, and regular collection of a base set quantifiable data related to the Agency's energy and water consumption, green house gas production, and pollution prevention activities. The vendor will conduct all activities required to collect data from EPA reporting facilities quarterly, and where possible, non-reporting facilities annually. This includes, but is not limited to contacting EPA facilities to obtain data, obtaining copies of utility bills, and reviewing bills and consumption data for quality. The vendor may be asked to conduct research to establish the baseline for the activity or environmental performance measure.

The vendor will also conduct all activities required to analyze the data collected and compile reports that meet the requirements of many pieces of legislation, Executive Orders, and Federal regulations that govern agency facility operations. Such activities may include developing spreadsheets and charts, locating standard baseline data for similar activities outside the agency and comparing it to Agency data, identifying data anomalies, comparing current and historic activities, developing communication documents for EPA facility and program managers, and developing data forecasts.

<u>Specific Tasks</u>: SFPB data collection and analysis requirements are established by legislation, Executive Order, Federal regulations, and senior management directives. As such, the specific tasks will change regularly. These activities will include, but are not limited to:

- collection and analysis of resource consumption/usage data for EPA facilities (reporting and non-reporting where possible) and employee behavior related to:
 - o Water usage
 - Energy usage, including electricity, natural gas, oil, solar, and others used by the Agency
 - Recycling activity
 - Other data identified as necessary for calculating the Agency's Greenhouse Gas emissions, including alternative fuel usage and power purchases and generation
- participation in audits or evaluation of potential projects for facilities related to resource consumption (such as energy and water conservation management audits)
- assistance with the Environmental Management System for headquarters facilities, including the ongoing identification of activities which shall be incorporated in to the EMS program
- Development of reports as required by the legislation, Executive Orders, and Federal regulations that govern agency facility operations. Examples of these reports include, but are not limited to the:
 - DOE/OMB Annual Energy Report.
 - o OMB bi-annual Energy Management Scorecard
 - o quarterly Greenhouse Gas (GHG) Report
 - quarterly ConserveE Report
 - quarterly ConserveW Report
 - o rolling 4 Quarter Report

- o Quarterly Management Report (QMR), and
- o Quarterly Interim reports (RTP, Cincinnati, Agency wide)
- EPA's Environmental Management System (EMS)

SCHEDULE OF DELIVERABLES

All draft written reports and graphic presentations shall be submitted to the EPA COR and shall allow for at least a 2-week review and comment period. All written reports are to be provided to SFPB as a hard copy and an electronic version using Microsoft Word format. All graphic presentations shall be provided in a hard paper copy as well as an electronic version using Microsoft Power Point.

Final materials shall be provided as specified in the TDLs. For all presentations, the vendor shall submit a hard copy along with an electronic version. Electronically mailed files should follow specific requirements and schedules for submissions provided through the TDLs.

All documents, whether draft or final, shall have version and date clearly identified and visible on/within the document

REPORTING REQUIREMENTS

The vendor shall contact the COR by telephone to discuss any problems that may adversely affect the work on this Task Order. The vendor shall meet with the COR at least once a week at the COR's office for approximately 3 - 4 hours. In these meetings, the vendor shall completely review the status of all projects and the plans for work during the next several weeks. The vendor will submit notes from these meetings documenting any discussion and decisions made that affect execution of the contract. No action will be taken on these decisions until COR approves these recorded decisions.

Monthly Progress Report

The monthly progress report is to be submitted with the invoice.

- (a) The vendor shall furnish electronically to the COR the combined monthly technical and financial progress report stating the progress made, including the percentage of each project completed, and a description of the work accomplished to support the price. The work on this report is to be broken down by technical direction letter (TDL) number and title. The estimated percentage of the tasks completed during the reporting period for each TDL is to be included.
- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (c) The vendor shall provide a list of outstanding actions awaiting CO or COR approval, noted with the corresponding TDL.
- (d) The report shall specify financial status at the contract/task order level as follows:
 - (1) For the current reporting period, display the amount claimed.
 - (2) For the cumulative period and the cumulative contract/task order life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period and the cumulative amount for the contract/task order period.

- (ii) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (4) Display the current dollar ceilings in the contract/task order, net amount invoiced, and remaining amounts.
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
- (6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.
- (e) The report shall specify financial status at the TDL level as follows:
 - (1) For the current period, display the amount claimed.
 - (2) For the cumulative period display the amount shown on the TDL amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the work plan amount or latest work assignment or delivery order amount (which ever is later), less total amounts originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period and the cumulative amount for the TDL.
 - (ii) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (iii) Display the estimates of remaining direct labor hours and costs required to complete each TDL.
 - (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the TDL.
 - (5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated for each TDL.
 - (6) A list of deliverables for each TDL during the reporting period.
- (f) This submission does not change the notification requirements under Limitation of Funds requiring separate written notice to the CO.
- (g) Distribute reports electronically to the CO and the COR